

## REMARKS

Claims 11-14, 18-20, 22-24 and 26-27 have been rejected under 35 USC 102(b) as anticipated Main. The rejection is respectfully traversed. In addition to the arguments previously presented on the record, Applicants provide the following remarks.

The invention generally relates to recognizing reductions in service capacity in a communications network. A communication connection management device 2 stores information related to the functional properties and topological arrangement of network elements relevant to provision of a service. The information is assigned to a respective service and stored in a network element database 3. Upon establishment or modification of a service, a message is transmitted from the service providing device 1 to the error monitoring device 4 with an instruction to monitor the availability of network elements which are specified as relevant to provision of the respective service. A message 25 is then transmitted to the service quality monitoring device 5 with an instruction to monitor the quality of the service. The error monitoring device 4 and service quality monitoring device 5 compare error messages 27 and measured values 28 recorded in subnetworks 6, 7, 8, such that error messages and measured values are forwarded to the error monitoring device or service quality monitoring device via a network control system assigned to the respective subnetwork., where inadmissible deviations are stored in network element database 3. When an inadmissible deviation occurs, a message 29, 30 about a reduction in service capacity is generated by the error monitoring device or service quality monitoring device. Significantly, the comparison is available immediately after recording and information about reductions in service capacity can be derived efficiently since the assignment to the service in each case is already available in the service quality or error monitoring device.

Main is related to a system and method for monitoring the performance of selected data processing jobs by comparing actual performance against the service level agreement (SLA) to which each monitored job belongs. When a job that is part of an SLA causes a delay, the automated SLA monitor (ASM) notifies the user of any problem with a selected SLA job, identifies the SLA critical path and determines the impact on the SLA of dependent jobs. The ASM reports these impacts to the user by automatically notifying the user if the SLA is in danger of not being met.

The Examiner, in Response to Arguments beginning on page 2 of the Office Action, states, among other things, that the terms “service” (used in the instant invention) and “job” (used in the Main reference) are indeed interchangeable. Applicants maintain the arguments of record, and respectfully disagrees.

Main and the instant invention relate to completely different technical areas, albeit some of the technical terminology being somewhat familiar. More specifically, Main addresses “a distributed computer platform” and its related “job performance” (Abstract). As there are interdependencies between different jobs, service level agreements (SLAs) are introduced in order to describe and monitor the mutual impact between dependent jobs (Abstract). Key characteristics of the system in Main are: “data processing jobs are computer programs that ...perform ... tasks” (col. 1, lines 25 - 27); “SLAs specify certain parameters of job performance and execution, such as start/end times” (col. 1, lines 37 - 39); jobs can be “part of SLAs” (col. 2, line 27) and “jobs of selected SLAs” are monitored (col. 2, lines 29 - 30); jobs can be repeatedly executed and the performance data of the different executions, e.g. run times, can be collected and compared (col. 2, lines 38 - 46, and Abstract, lines 22 - 26); and jobs can be scheduled in advance for execution (col. 5, line 20) and SLA monitoring (col. 7, lines 13 - 16). Hence, a “job” is a deterministic task with a well defined start and end, that can be scheduled and repeated and whose performance can be measured by its execution run time.

The instant invention, on the other hand, is related to a communication network (paragraph [0002]), where services are provided by the telecommunication network and its related quality of service (paragraph [0003]). Quality of service (QoS) is among other criteria specified by “a high level of availability and a low level of data loss” and this notion of QoS is described by SLAs ([paragraph 0003], lines 9 - 14). As readily understood by the skilled artisan, the use of such services is not deterministic and not predictive with respect to start and end times but rather its main criteria for performance is given by the QoS experienced.

Differences between a distributed computer platform (Main) and a communication network (instant invention), between “jobs” and “services”, and between the different notions of “SLA” should be obvious to the skilled artisan. In a computer platform, the purpose is to execute certain jobs at certain times, whereas a computer network has to be available and ready to transmit data with a given QoS, whenever needed. To clarify this distinction, the independent

claims have been amended to change the term "service quality" to "quality of service", which clearly distinguishes over the "job performance" used for SLAs as described in Main.

Claims 15-17, 21, 25 and 28-31 have been rejected under 35 USC 103(a) as unpatentable over Main in view of Bowman-Amuah. The rejection is respectfully traversed for at least the same reasons presented in the arguments above, and since Bowman-Amuah also fails to disclose the claimed limitations.

In view of the above, Applicants submit that this application is in condition for allowance. An indication of the same is solicited. The Commissioner is hereby authorized to charge deposit account 02-1818 for any fees which are due and owing, referencing Attorney Docket No. 119010-087.

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